Bruhat Bengaluru MahanagaraPalike
RoadInfrastructure–WestDivision
PalikeSoudha,14th Cross,1st Stage,ChandraLayout,Bengaluru –560039,
roadinfrastructurewest@gmail.com

TENDERSFORTHEWORKOF

"ComprehensiveDevelopmentofFootpath&Whitetoppingfor8MajorRoadsin BBMP West Zone Limit under Package-3"

OnItemRateBasisunderTwoCoverSystem (Short Term Tender Notification)

INVITATIONFORTENDER(IFT),BILLOFQUANTITY, DRAFT TENDER SCHEDULE (DTS), etc.

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(ThroughGOK,http://kppp.karnataka.gov.inonly)

TENDERREFERENCENo	:	EE/RI- (WEST)/TEND/04/2023-24 Dated:- 08.02.2024
TENDER DOCUMENTCANBE DOWNLODEDFROM e-PROCUREMENTPORTAL	:	From08.02.2024Onwards
PREBIDMEETING	:	15.02.202415.00hours
LASTDATEANDTIMEFOR RECEIPT OF TENDERS	:	22.02.202417.30hours
TIMEANDDATEOFOPENING OF TECHNICAL TENDERS	:	23.02.202416.30hours
TIMEANDDATEOFOPENING OF FINANCIAL TENDERS	:	Will be intimated to technically qualified tenderer
ADDRESS FOR COMMUNICATION	:	Office of the Executive Engineer, Roadinfrastructure-WestDivision PalikeSoudha ,14th Cross, 1stStage,ChandraLayout, Bengaluru - 560039 roadinfrastructurewest@gmail.com

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BRUHATBENGALURUMAHANAGARAPALIKE

RoadInfrastructure–WestDivision

PalikeSoudha,14thCross,1stStage,ChandraLayout,Bengaluru –560039,
roadinfrastructurewest@gmail.com

No.EE//WEST/TEND/04/2023–24 Date:08-02-2024

INVITATIONFORTENDER(IFT)
(Two cover system)(ShortTermTenderNotification)
(Through**GOKhttp://kppp.karnataka.gov.in**only)

1. The Executive Engineer West Division Division BBMP, Bengaluru invites tenders from eligible tenderers, for the construction of works detailed in the Table below. The tenderersmay submit tenders for the works given in the Table below through e – Procurement Portal of the Government of Karnataka (viz. http://kppp.karnataka.gov.in). The Tenderers are advisedto note the Minimum **Qualification of the Tenderer** specifiedCriteria in (as detailed in ITT Clause 3and 6) of the Instructions to Tenderers to qualify for Award of the Contract as per Standard Bidding Document uploaded in the KPP Portal.
2. Tender Documents may be downloaded from the Karnataka Public Procurement Portal of the Government of Karnataka from 08-02-2024.
3. Tenders must be accompanied by Earnest Money Deposit specified for the Work in the table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Clause 13 of Tender Document and shall have to be valid for 180 days beyond the Validity of the Tender.
4. Tenders must be submitted online through KPP Portal on or before 17:30 hours on 22-02-2024 and the Opening of Tenders will be as per the KPP Portal Guidelines.
5. GSTshallbepaidtothetenderedamountseparately.
6. OtherDetailscanbeseenintheTenderDocument.

Sl. No.	NameoftheWork	Approx.Amount putto tender (Rs.InLakh)	EMD (Rs.InLakhs)	Costofthe tenderformin Rs.	Period of Completion
1	"ComprehensiveDevelopment of Footpath &Whitetopping for 8 Major Roads in BBMP West Zone Limit under Package-3"	9364.00	Rs.94.00 (Rupees 1.00 Lakh through eProcurement portal, balanceRs.93.00Lakh in the form of e-Bank Guarantee)	As per KPPP portal	11Months (including Monsoon Season)

NOTE:

1. A Pre-Tender Meeting will be held on 15-02-2024 at 15:00 hours in the office of the Chief Engineer Road infrastructure to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Tenderers" of the Technical Bid Document.
2. Technical Bids will be opened on the website http://kppp.karnataka.gov.in in the office of the Executive Engineer - on 23-02-2024 at 16:30 hours.
3. Aspiring Tenderers /Contractors whohavenotregistered ine –Procurementshouldregister before participating through the website http://kppp.karnataka.gov.in
4. Before Submission of Online Tenders, Tenderers must ensure that Scanned Copies of all the necessary Documents have been attached with the Tender.
5. AlltheInformation'srequiredforTendersmustbefilledandsubmittedonline.
6. For details, Registration and e–Payment visit GOK KPP Portal Website http://kppp.karnataka.gov.in or contact KPP Portal Helpdesk at 080 – 22441076.
7. ThisTenderNoticecanalsobeseenontheBBMPwebsitewww.bbmp.gov.in.

Sd/-
ExecutiveEngineer
RI- West Division
BruhatBengaluruMahanagaraPalikeB
engaluru

CopySubmittedforkindinformationtothe:

1. PersonnelSecretaryHon'bleAdministratortobringintothenoticeofHon'bleAdministrator.
2. PersonnelAssistanttoHon'bleChiefCommissionertobringintothenoticeofHon'bleChiefCommissioner.
3. SpecialCommissioner(Projects)/AdditionalCommissioner(Projects),BBMP.
4. Engineer–inChiefBBMPforkindinformation.
5. Joint Commissioner (South) / (West) / (East) /(Rajarajeshwari Nagar) / (Bommanahalli) / (Dasarahalli) / (Mahadevapura) / (Yelahanka) Zone for kind information.
6. ChiefEngineerRI/Environment/Markets/South/West/East/RajarajeshwariNagar/ Bommanahalli/Dasarahalli/ Mahadevapura / Byatarayanapura Zones / SWD / Projects for kind information.
7. SuperintendingEngineer/South/West/East/RajarajeshwariNagar/Bommanahalli/Dasarahalli/Mahadevapura/ Byatarayanapura Zones / SWD / Projects for kind information.
8. The District Tender Bulletin Officer and the Deputy Commissioner, Bangalore Urban District with a request to publish the same in the District Tender Bulletin.
9. TheJoint Secretary(UDD) and the StateTender Bulletin Officer for kind information with a request to publish the same in the State Tender Bulletin.
10. The Director General, Directorate General of Commercial Intelligence and Statistics for kind information with a request to publish the same in the Indian Trade Journal.
11. TheCAO/ChiefAuditorforkindinformation.
12. I.T.AdvisorwithaRequesttopublishthesameintheBBMP Website.
13. AllExecutiveEngineerswithaRequesttopublishthesameintheNoticeBoards.
14. A.O(Projects)/AccountsSuperintendent/Cashierforinformationandnecessaryaction.
15. Public RelationOfficer, BBMP to publishin two leadingNewspapers in Kannada and English and also to publish the same at National Level.
16. Noticeboard
17. OfficeCopy.

SECTION2:INSTRUCTIONSTOTENDERERS (ITT)

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A. General

1. Scopeof Tender

1.1 The Bruhat Bengaluru MahanagaraPalike (referred to as Employer in these documents) Invites Tenders following Two Cover Tender Procedure, from Eligible Tenderers, for theConstructionofComprehensiveDevelopmentofFootpath&Whitetoppingfor8Major RoadsinBBMPWestZoneLimitunderPackage-3(asdefinedinthesedocumentsand referredtoas"theWorks")asdetailedintheTablegivenintheInvitationforTenders (IFT).

2. EligibleTenderers

2.1 TendersshallnotbeunderaDeclarationofIneligibilityforCorruptandFraudulent Practices issued by the Government of Karnataka

2.2 **TendersfromJointVentures/Consortiaarenotacceptable.**

3. QualificationoftheTenderer

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3:Qualification Information.

3.2 ToqualifyforAwardofthisContract,eachTendererinitsnameshouldhaveinthelast five years i.e. 2018 – 19 to 2022 – 23

(a) Achieved a minimum financial turnover (in all classes of civil engineering construction works only) **of Rs. 187.28Crores**in at least two financial years. The tenderer should submit certificates to confirm the Annual turnover. The certificate should be duly certified by the Registered Chartered Accountant in the turnover certificate. The valueof the Turnover shall be given a weightage of 10% as per standard practice per year to bring them to the price level of the financial year in which the tenders are invited. Turnover certificate shall be same as shown in the audited Balance Sheet.

(b) Should not have undergoneFinancial Loss in thelast fiveFinancial Years.In support of this, the Tenderer shall submit Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

(c) Satisfactorily completed at least 50% of the contract value as a prime contractor at least one White Topping Work of Value not less than**. 46.82 Crores**in support of this, the Tenderer shall furnish a Certificate duly certified by the CompetentAuthoritynotbelowtheRankofExecutiveEngineer Furtherthevalueofthe Completed Works of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2023 – 24.

(d) ExecutedinanyoneFinancialYear,thefollowingminimumquantitiesofWork.

Sl No	Descriptions	Unit	Quantity
1	Earthwork	Cum	45940
2	BituminousMacadam	Cum	969
3	PavementQualityConcrete /WhiteTopping	Cum	8854
4	PCC/RCC(M20/M25)	Cum	7110
5	TMTSteel	Ton	184
6	FRP(10Tonne)	Nos	1278
7	ConcretePaverBlocks	m2	49149
8	HDPEPipe	m	67507

In support of this, the Tenderer shall furnish Work done Certificate by mentioning the ExecutedQuantityin one Financial Year dulycertified bythe Competent Authoritynot below the Rank of Executive Engineer along with the Technical Bid.

3.3 EachTenderershouldfurtherdemonstrate

a. Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on Lease / Hire Basis for all Works provided the Relevant Documents (Purchase Invoice in case of owning, Commitment Agreement in case of Lease / Hire Basis) for Availability for this Work are furnished. Further, Tenderer applying for more than one Package shall demonstrate the resource separately for each package.

Sl No	Equipment	Total requirement in Nos	No/Capacity	
			Own in Nos	Lease/ Hirein Nos
1	ConcretePaver(SlipForm/ Fixed)	2	1	1
2	BituminousPavementSurface Milling Machine	1	-	1
3	ConcreteBatchingPlantand allied Equipment	1	1	-
4	TransitMixer(4TO7cum capacity)	4	2	2
5	Water Tanker	4	2	2
6	Hitachi	2	1	1
7	JCB	4	2	2
8	Tippers	4	2	2
9	ConcretePavementGroove Cuttingmachine	6	3	3
10	AsphaltPaver	1	-	1
11	Plate compactor	3	2	1
12	Vibrator	3	2	1

b. Liquid Assets and / or availability of Credit Facilities of no less than **Rs. 35.58 Crores** (Credit Lines / Letter of Credit / Certificates from Banks for meeting the Fund Requirement, etc.).

c. In case of death of Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.

3.4 To qualify for a Package of Contracts made up of this and other Contracts for which Tenders are invited in this IFT, the Tenderer must demonstrate having Experience and Resources to meet the Aggregate of the Qualifying Criteria for the Individual Contracts.

3.5 Sub Contractors' Experience and Resources shall not be taken into account in determining the Tenderers Compliance with the Qualifying Criteria.

3.6 TendererswhomeettheabovespecifiedminimumQualifyingCriteria,willonlybe

qualified,iftheiravailableTenderCapacityismorethanthetotalTenderValue.The available Tender Capacity will be calculated as under:

AssessedAvailableTenderCapacity=(A*N*1.5–B)

Where

A=Maximum Value of Civil Engineering Works executed in any one year during the last five years (updated to 2023 –24 Price Level) taking into account the completed as well as works in progress.

N=Number of years prescribed for completion of the Works for which Tenders are invited, i. e. 11 months.

B=Value, at 2023 – 24 Price Level, of existing commitments and on going works to be completed during the next 11 months.

Note: The Statements showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned bythe Employer in Charge, not below the Rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above Criteria, they are subject to be disqualified if they have

- made Misleading or False Representations in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements; and / or
- record of Poor Performance such as Abandoning the Works, not properly Completing the Contract, Inordinate Delays in Completion, Litigation History, or Financial Failures, etc. and / or
- participated in the Previous Tender for the Same Work and had quoted Unreasonably High Tender Prices and could not furnish Rational Justification.

4. OneTenderperTenderer

4.1 Each Tenderer shall submit only one Tender for each Project. A Tenderer who submits or participates in more than one Tender (other than as a Sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Tenderer's Participation to be disqualified.

5. CostofTendering

5.1 The Tenderer shall bear all Costs associated with the Preparation and Submission of his Tender, and the Employer will in no case be Responsible and Liable for those Costs.

6. SiteVisit

6.1 The Tenderer at his own Responsibility and Risk is encouraged to visit and examine theSite of Works and its Surroundings and obtain all Information that may be necessary for preparing the Tender and Entering into a Contract for Construction of the Works. The Cost of Visiting the Site shall be at the Tenderer's own Expense.

B. Tender Documents

7. Content of Tender Documents

7.1 The Tender Documents shall have all the Sections given in Page 2.

8. Clarification of Tender Documents

8.1 **Refer Clause No. 8.2 below**.

8.2 **Pre Tender Meeting**

8.2.1 The Tenderer or his Authorized Representative is invited to attend a Pre Tender Meeting, which will take place at the Office of the Chief Engineer Road infrastructure, Bruhat Bengaluru Mahanagara Palike, Room No. 401, 4th Floor, Annex-3 Building, N. R. Square, Bengaluru – 560 002 as on date mentioned in IFT.

8.2.2 The Purpose of the Meeting will be to clarify Issues and to answer Questions on any matter that may be raised at that stage.

8.2.3 The Tenderer is requested to submit any Questions in Writing or by KPP Portal to reach the Employer not later than as on date mentioned in IFT.

8.2.4 Minutes of the Meeting, including the Text of the Questions raised (without identifying the Source of Enquiry) and the Responses given will be displayed in the Website. Any Modification of the Tender Documents listed in Sub Clause 7.1 that may become necessary as a result of the Pre Tender Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the Minutes of the Pre Tender Meeting and the same will be displayed in the Website.

8.2.5 Non Attendance at the Pre Tender Meeting will not be a cause for Disqualification of a Tenderer.

9. Amendment of Tender Documents

9.1 Before the Deadline for Submission of Tenders, the Employer may modify the Tender Documents by issuing Addenda.

9.2 Any Addendum thus issued shall be part of the Tender Documents and shall be displayed in the Website.

9.3 To give Prospective Tenderers reasonable time in which to take an Addendum into account

inpreparingtheirTenders,theEmployershallextendasnecessarytheDeadlinefor Submission of Tenders, in accordance with Sub Clause 16.2 below.

C. PreparationofTenders

10. DocumentsComprisingtheTender

10.1 TheTendersubmittedbytheTenderersshallcontaintheDocumentsasfollows.

10.1.1 **TechnicalBid**

a. EarnestMoneyDeposit.
b. QualificationInformationasperFormatsgiveninSection3.

10.1.2 **FinancialBid**

a. TheTender(intheformatindicatedinSection 4).
b. PricedBillofQuantities(Section9).

and any other materials required to be completed and submitted by Tenderers in accordance with these Instructions. The Documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

11. TenderPrices

11.1 The Contract shall be for the whole Works as described in Sub Clause 1.1, based on the Priced Bill of Quantities submitted by the Tenderer.

11.2 TheTenderer shallfill inRatesandPrices and LineItemTotal(both inFigures and Words) for all Items of the Works described in the Bill of Quantities along with Total Tender Price (both in Figures and Words).**Items for which no Rate or Price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other Rates and Prices in the Bill of Quantities**.

11.3 All Duties, Taxes, and other Levies payable by the Contractor under the Contract, or forany other cause, shall be included in the Rates, Prices and Total Tender Price submitted by the Tenderer.

11.4 The Rates and Prices quoted by the Tenderer shall be subject to adjustment during the Performance of the Contractin Accordance withthe Provisions of Clauseof the Conditions of Contract.

12. TenderValidity

12.1 TendersshallremainvaliduptoOneHundredandEighty(90)days aftertheDeadlineDate for Tender Submission specified in Clause 16. A Tender valid for a shorter period shall berejected by the Employer as Non Responsive.

12.2 In Exceptional Circumstances, prior to Expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a SpecifiedAdditional Period. The Request and the Tenderers' Responses shall be made in writing or bycable.ATenderer mayrefuse theRequest withoutforfeitinghisEarnest MoneyDeposit. A Tenderer agreeing to the Request will not be required or permitted to modifyhis Tender, but will be required to extend the Validityof his Earnest MoneyDeposit for a Period of the

Extension,andincompliancewithClause13inallrespects.

13. EarnestMoneyDeposit

13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particularWork. Further, out of the total EMD of**Rs. 94.00 Lakhs (including GST)**out of which **Rs. 1.00 Lakh** (**Rupees One Lakh only**) is payable in the Karnataka Public Procurement Portal using any of the following modes and the Balance Amount of **Rs. 93.00 lakhs(Rupees Ninety three lakhs only)**may be in the form of e-Bank Guarantee (BG) from any Nationalized / Scheduled Bank.

- CreditCard.
- DirectDebit.
- NationalElectronicFundTransfer(NEFT).
- OvertheCounter(OTC).

NEFTPaymentProcedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bankof India's (RBI) National Electronic FundTransfer(NEFT) System,theTenderer will need to log into Karnataka Public Procurement portal System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print theChallanshown inthatSection.The PrintedChallanwillhave the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from whichthe Funds were transferred shall be input in the Karnataka Public Procurement Portal System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated ICICI Bank Branches listed in the Karnataka Public Procurement Portal Website (http//**kppp.karnataka.gov.in/kppp**), the Tenderer will need to log into Karnataka Public Procurement Portal System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

- EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

  a. EMD for Rs. 1.00 Lakh shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded and EMD for the Balance Amount shall be in the Form of e- Bank Guarantee from any Nationalised / Scheduled Bank valid for a period of not less than One Hundred and Ninety Five (195) days after the date of tender submission as specified in Clause 12.

  b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall bevalid for 45 days beyond the validity of the tender.

13.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in SubClauses 13.1 and 13.2 above shall be rejected by the Employer as Non Responsive.

13.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.

13.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only when theTenderer has signed the Agreement and furnished the required Performance Security.

13.6 TheEarnestMoneyDepositmaybeforfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;

b. If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause24; or

c. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i. SigntheAgreement;or
   ii. FurnishtherequiredPerformanceSecurity.

14. FormatandSigningofTender

14.1 The Electronic Tendering Systemfor the Construction of Work comprises of two Stages (i) Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.

14.2 The Tender shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

14.3 Each Page uploaded shall be dulysigned and sealed bythe Tenderer or a Person or Persons duly authorised to sign on behalf of the Tenderer. Such Authorisation shall be indicated by a Written Power – of – Attorney accompanying the Tender. The Corrections, if any, shallbe made by striking of and shall be initialed with date.

D. SubmissionofTenders

15. SealingandMarkingofTenders

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of Karnataka Public Procurement Portal itself (http://kppp.karnataka.gov.in/kppp). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 7 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence. All the Pages of the Document shall be serially numbered with an Index forready reference.

15.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce the Hard Copy of the Scanned Documents uploaded in the Portal only at the Time of Opening of Technical Bids of the Tenders to the Executive Engineer RI– West Division. Further, all the participating Tenderers shall produce all the Original Documents uploaded in the Portal only for Verification whenever required during Technical evaluation by the Employer.

16. DeadlineforSubmissionoftheTenders

16.1 Tenders must be received bythe Employer at the Website Address specified above no later than 22-02-2024 upto 17:30 Hrs.

16.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then besubject to the New Deadline.

17. LateTenders

17.1 Any Tenderer trying to submit the Tender after Deadline will not be accepted in the Karnataka Public Procurement Portal.

18. ModificationandWithdrawalofTenders

18.1 Tenderers may modify Contents of Technical Bid or Financial Bid before the Deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders bycanceling his Tender on the Website only before the Deadline prescribed in Clause 16.

18.3 NoTendermaybemodifiedandwithdrawnaftertheDeadlineforSubmissionofTenders.

18.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validityspecified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or including in the Original Tender Submission.

E. TenderOpeningandEvaluation

19. Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The Employer will open the Technical Bids of all the Tenderers received in the Karnataka Public Procurement Portal in the Presence of the Tenderers or their Representatives who choose to attend at 16:30 Hrs on 23-02-2024 in the Office of the Executive Engineer RI-West Division In the event of the Specified Date of Tender Opening being declared a Holidayfor the Employer, the Tenders will be opened at the Appointed Time and Location on the next Working Day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such Other InformationastheEmployer mayconsiderAppropriatewillbeannouncedbytheEmployer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause 2; (b) is accompanied by the required Earnest Money DepositasperStipulationsinITTClauseand (c)meetstheMinimum QualificationCriteria stipulated in ITT Clause 3. The Employer will draw out a List of Qualified Tenderers.

20. OpeningofFinancialBidofQualifiedTenderersandEvaluation

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for theOpeningoftheFinancialBidreceivedintheKarnatakaPublicProcurementPortal

containing the Priced Tenders. The Employer will open the Financial Bids of the Qualified Tenderers only at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Financial Bid Opening being declared a Holiday for the Employer, the Financial Bids will be opened at the Appointed Time and Location on the Next Working Day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening.No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutes of the Financial Bid Opening, including the Information Disclosed to those present in accordance with Sub Clause 20.2.

21. ProcesstobeConfidential

21.1 Information relating to the Examination, Clarification, Evaluation and Comparison of Tenders and Recommendations for the Award of a Contract shall not be disclosed to Tenderers or any other Persons not officially concerned with such Process until the Award to the Successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's Processing of Tenders or Award Decisions may result in the Rejection of his Tender.

22. ClarificationofTenders

22.1 ToassistintheExamination,Evaluationand Comparisonof Tenders,theEmployer may,at his discretion, ask any Tenderer for Clarification of his Tender, including Breakdowns of Unit Rates. The Request for Clarification and the Response shall be in writing or by cable, but no change in the Price or Substance of the Tender shall be sought, offered, or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the Evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to Sub Clause 22.1, no Tenderer shall contact the Employer on any Matter relating to its Tender from the Time of the Tender Opening to the Time the Contract is awarded. If the Tenderer wishes to bring Additional Information to the Notice of the Employer, it should do so in Writing.

22.3 Any Effort by the Tenderer to influence the Employer in the Employer's TenderEvaluation, Tender Comparison or Contract Award Decisions may result in the rejection of the Tenderers' Tender.

23. ExaminationofTendersandDeterminationofResponsiveness

23.1 Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender (a) has been properly signed; and (b) is Substantially Responsive to the Requirements of the Tender Documents.

23.2 ASubstantiallyResponsiveTenderisonewhichconformstoallthe Terms,Conditionsand

Specifications of the Tender Documents, without Material Deviation or Reservation. A Material Deviation or Reservation is one (a) which affects in any substantial way theScope, Quality or Performance of the Works; (b) which limits in any substantial way, Inconsistent with the Tender Documents, the Employer's Rights or the Tenderer's Obligations under the Contract; or (c) whose Rectification would affect unfairly the Competitive Position of other Tenderers presenting Substantially Responsive Tenders.

23.3 If aTenderisnot SubstantiallyResponsive,itwillberejectedbytheEmployerand maynot subsequently be made Responsive by Correction or Withdrawal of the Non Conforming Deviation or Reservation.

24. CorrectionofErrors

24.1 TendersdeterminedtobeSubstantially ResponsivewillbecheckedbytheEmployerfor any Arithmetic Errors. Errors will be corrected by the Employer as follows.
(a) Where there is a Discrepancy between the Rates in Figures and in Words, the Lower of the two will govern; and
(b) where there is a Discrepancy between the Unit Rate and the Line Item Total resultingfrom multiplying the Unit Rate by the Quantity, the Unit Rate as quoted will govern.

24.2 The Amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the Correction of Errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the Corrected Amount, the Tender will be rejected and the Earnest Money Deposit may be forfeited in accordance with Sub Clause 13.6 (b).

25. EvaluationandComparisonofTenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantiallyResponsive in accordance with Clause 23.

25.2 InevaluatingtheTenders,theEmployerwilldetermineforeachTendertheEvaluated Tender Price by adjusting the Tender Price as follows.

a. makinganyCorrectionforErrorspursuanttoClause24;and
b. making appropriate Adjustments to reflect Discounts or other Price Modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the Right to accept or reject any Variation, Deviation or Alternative Offer. Variations, Deviations and Alternative Offers and other Factors, which are in excess of the Requirements of the Tender Documents or otherwise result in Unsolicited Benefits forthe Employer, shall not be taken into account in Tender Evaluation.

25.4 The Estimated Effect ofthe Price Adjustment Conditions under Clause 40 of the Conditions of

Contract, during the Implementation of the Contract, will not be taken into account in Tender

Evaluation.

25.5 Ifthe Tender ofthe SuccessfulTendereris seriouslyUnbalancedin relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price Analyses for any or all Items of the Bill of Quantities, to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may require that the Amount of the Performance Security set forth in Clause 29 be increased atthe expense of the Successful Tenderer to a level sufficient to protect the Employer against Financial Loss in the event of Default of the Successful Tenderer under the Contract.

F.Awardof Contract

26. AwardCriteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tenderhas been determined to be Substantially Responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price, provided that such Tenderer has been determined to be (a) Eligible in accordance with the Provisions of Clause 2, and (b) Qualified in accordance with the Provisions of Clause 3.

27. Employer'sRighttoacceptanyTenderandtorejectanyorAllTenders

27.1 Notwithstanding Clause 26, the Employer reserves the Right to accept or reject any Tender, and to cancel the Tender Process and reject all Tenders, at any time Prior to the Award of Contract, without thereby incurring any Liability to the Affected Tenderer or Tenderers or any Obligation to inform the Affected Tenderer or Tenderers of the Grounds for the Employer's Action.

28. NotificationofAwardandSigningof Agreement

28.1 The Tendererwhose Tenderhas beenacceptedwill be notifiedoftheAwardbythe Employer prior to Expiration of the Tender Validity Period by Cable, Telex, e – mail or Facsimile confirmed by Registered Letter. This Letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the Sum that the Employer will pay theContractor in consideration of the Execution, Completion and Maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The Notification of Award will constitute the Formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all Agreements between the Employer and the Successful Tenderer. It will be kept ready for Signature of the Successful Tenderer in the Office of Employer within 20 days following the Notification of Award along with the Letter of Acceptance.Within7daysofReceipt,theSuccessfulTendererwillsigntheAgreementand

deliverittotheEmployer.

28.4 Upon the furnishing by the Successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. SecurityDeposit

29.1 Within 15daysofReceipt ofthe LetterofAcceptance, the SuccessfulTenderershalldeliverto the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price plus Additional Security for Unbalanced Tenders in accordance with Sub Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.

- Banker's Cheque / Demand Draft / Pay Order in favor of "The Chief Commissioner, BBMP, Bengaluru" payable at Bengaluru or
- ABankGuaranteeintheFormgiveninSection10.
- SpecifiedSmallSavingInstrumentspledgedto"TheChiefCommissioner,BBMP,Bengaluru".

29.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

29.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.

29.4 Failure of the Successful Tenderer to comply with the Requirements of Sub Clause 29.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

30. AdvancePaymentandSecurity

30.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the Maximum Amount as stated in the Contract Data.

31. CorruptorFraudulentPractices

31.1 The Employer requires that the Tenderers / Suppliers / Contractors, observe the Highest Standard of Ethics during the Procurement and Execution of such Contracts. In pursuance of this Policy, Employer

a. Will reject a Proposal for Award if it determines that the Tenderer recommended for Award has engaged in Corrupt or Fraudulent Practices in competing for the Contract in Question.

b. Will declare a Firm Ineligible, either Indefinitely or for a Stated Period of Time, to be awarded an Employer's Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the Provision stated in Sub Clause 50.2 of the Conditions of Contract.

SECTION3: QUALIFICATIONINFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Qualification and Tender Capacity of the Tenderer as provided for in Clause 3 of the Instructions to Tenderers.

1.1 Constitution or Legal Status of Tenderer [AttachCopy]

Placeof Registration [AttachCopy]

PrincipalPlaceof Business

1.2 DetailsofIndividual(s)whowillserveasthepointofContact/Communicationforthe Tenderer:

a. Name
b. Designation
c. Company
d. Address
e. Telephone/MobileNumber
f. emailAddress:

1.3 ParticularsoftheAuthorisedSignatoryoftheTenderer

a. Name
b. Designation
c. Address
d. Telephone/MobileNumber

1.4 TotalValueofCivilEngineeringConstructionWorks executed and Payments received in the last five years (inRs.Lakh)

[AttachCertificatefromCharteredAccountant]

2018–19 _____
2019 – 20 _____
2020 – 21 _____
2021 – 22 _____
2022 – 23 _____

1.5 Work performed as Prime Contractor (in thesame name) on Worksof Similar Nature overduring the Five Years specified in 1.4 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract in Rs. Lakh	Dateof Issue of Work Order	Specified Period of Completion	ActualDate of Completion	Remarks explaining Reasonsfor Delay in Completionof Work
1	2	3	4	5	6	7	8	9

1.6 QuantitiesofWorkExecutedasPrimeContractor(inthesamename)duringtheLastFive Years specified in 1.4 above.

Year	Name of Work	Name of Employer	QuantityofWorkPerformed[1]		Remarks (Indicate Contract Reference)
			PavementQuality Concrete /WhiteTopping (cum)	Bituminous Macadam (cum)	
2018–19					
2019–20					
2020–21					
2021–22					
2022–23					

[1]ItemsofWorkforwhichData isrequestedshouldtallywiththatspecifiedinITTClause3

1.7 InformationonWorksforwhichTendershavebeensubmittedandWorkswhichareyettobe Completed as on the Date of this Tender.

(A) ExistingCommitmentsandOnGoingWorks

Description of Work	Place and State	Contract No. and Date	Name and Addressof the Employer	Value of Contract (Rs.Lakh)	Stipulated Period of Completion	Value of Works[2]remainingto be Completed (Rs. Lakh)	AnticipatedDateof Completion
1	2	3	4	5	6	7	8

[2]AttachCertificatesfromEmployerincharge.

(B) WorksforwhichTendersalready submitted

Description of Work	Place and State	Name and Address of the Employer	Estimated ValueofWorks (Rs. Lakh)	Stipulated Period of Completion	Date when Decision is Expected	Remarks, if any
1	2	3	4	5	6	7

1.8.The following Items of Equipment are considered Essential for successfully carrying out the Works. The Tenderer should furnish all the information listed below.

Itemof Equipment	Requirement[3]			OwnedandAvailable		Remarks
	No.	Capacity	Owned	No. / Capacity	Age / Condition	

[3]The Item of Equipment, Required Number and Capacity should match with those specified in ITT Clause 3.3 (a).

1.9 Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

1.10 Qualification and Experience of the Key Technical and Management Personnel in Permanent Employment withthe Tendererandthose that are proposedto be Deployedon this Contract, if awarded.

1.11 Name, Address, Telephone, Telex and Fax Numbers of the Tenderers' Bankers who may provide References if contacted by the Employer.

1.12 Evidence of Access to Financial Resources to meet the Qualification Requirement specified in ITT Clause 3.3 (b): Cash in Hand, Letter of Credit, etc. List them below and attach Certificate from the Banker in the suggested Format as under.

BANKER'S CERTIFICATE

ON BANKS LETTER HEAD

FORMAT OF BANKER'S CERTIFICATE/LINE OF CREDIT LETTER [TO BE ISSUED IN THE LETTER HEAD OF THE BANK BRANCH]

Reference Number (SL. No) Place:

Date:

To:

[Name & Address of the beneficiary]

This is to certify that Mr./M/s..----------[name of the customer] having his/ their registered/ administrative office at---------- is a customer of our Bank and is/are engaged in----------[nature of activity]. If the said customer is allotted / awarded with----------[brief details of works], we may extend credit facilities up to Rs----------lakh, to meet his/ their working capital requirement towards the execution of the said work order as per the Loan Policy of the Bank.

This certificate is valid up to three months from date of issue, that is up to dd/mm/yyyy.

Yours faithfully,

BRANCH MANAGER.

Note: No Change in the above Bank Certificate Format is acceptable.

1.13 ProposalsforSubcontractingComponentsofWorksamountingtomorethan20%ofthe Contract Price.

ItemofWork	ValueofSubContract	Identified Sub Contractor(Nameand Address)	Experience of Similar Work[4]

[4]AttachCertificatefromtherespectiveEmployers.

a. InformationonLitigationsinwhichtheTendererisinvolved.

Other Party (ies)	Employer	Details of Dispute	Amount Involved	Remarks showing Present Status

b. The Proposed Methodology and Program of Construction backed with Equipment Planning and Deployment, duly supported with Broad Calculations and QualityControl Procedures proposed to be adopted, justifying their Capability of Execution and Completion of the Work as per Technical Specifications within the Stipulated Period of Completion as per Milestones.

SECTION4:FORMSOFTENDER,LETTEROFACEPTANCE,NOTICETOPROCEEDWITHTHEWORK AND AGREEMENT FORM

Formof Tender

DescriptionoftheWorks:"ComprehensiveDevelopmentofFootpath&Whitetoppingfor8Major Roads in BBMP West Zone Limit under Package-3"

To
Office of the Executive Engineer,
Road infrastructure - West Division,
PalikeSoudha, 14th Cross, 1st Stage
ChandraLayout,Bengaluru–560039

Dear Sir

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____[in figures] (_____) [in letters].[5]

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against Fraud and Corruption in Force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

WeattachherewithourCurrentIncomeTaxClearanceCertificate. Yours

faithfully

AuthorizedSignature:
NameandTitle of Signatory:
Name of Tenderer:
Address:

TobefilledinbytheTenderer,togetherwithhisParticularsandDateofSubmissionattheBottom of the Form of Tender

LetterofAcceptance

(LetterHeadPaperoftheEmployer)

Date:

To:[NameandAddressoftheContractor]

Dear Sir

ThisistonotifyyouthatyourTenderdatedforexecutionofthe"Comprehensive Development of Footpath &Whitetopping for 8 Major Roads in BBMP West Zone Limit under Package-3"under ESCROW grants 2023-24 for the**ContractPriceofRupees( )**
[amountinbothWordsandFigures],
as corrected and modified in Accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security Deposit, in the form detailed in Clause No. 25.5 of ITT foranamountofRs._____within 15 days of the Receipt of this Letter of Acceptance valid upto30daysfromtheDateofExpiryofDefectsLiabilityPeriodi.e.upto_____and sign the Contract, failing which action as stated in Clause No.29.4 of ITT will be taken.

Yours faithfully

AuthorizedSignature

NameandTitleofSignatory Name

of Agency

IssueofNoticetoProceedwiththeWork

(LetterHeadoftheEmployer)

Date:

To:[NameandAddressofthe Contractor]

Dear Sir

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause 29.1 and signing of the Contract Agreement for "Comprehensive Development of Footpath &Whitetopping for8MajorRoadsinBBMPWestZoneLimitunderPackage-3"foraTenderPriceofRs. _____. You are hereby instructed to proceed with the execution of the said works in accordance with the Contract Documents.

Yoursfaithfully

(Signature,NameandTitleofSignatoryauthorizedtosignonbehalfof Employer)

AgreementForm

Agreement

This Agreement, made on the _____day of 20, between _____ [NameandAddressofEmployer](hereinaftercalled"theEmployer")oftheonepartand _____[Name and Address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor executes "Comprehensive Development of Footpath &Whitetopping for 8 Major Roads in BBMP West Zone Limit under Package-3" (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor forthe execution and completion of such Works and the remedying of any defects therein at a Contract Price of Rupees .

NOWTHISAGREEMENTWITNESSETHasfollows.

1. In this Agreement, Words and Expression shall have the same meanings as are respectively assignedtotheminthe ConditionsofContract hereinafterreferredto, andtheyshall bedeemed to form and be read and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the Provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and Completion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz.
   i. LetterofAcceptance,NoticetoproceedwiththeWorks.
   ii. Contractor's Tender.
   iii. ContractData.
   iv. ConditionsofContract(includingSpecialConditionsofContract).
   v. Specifications.
   vi. Drawings.
   vii. BillofQuantities.
   viii. MinutesofPre TenderMeetingand
   ix. AnyotherDocumentlistedintheContractDataasformingpartofthe Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of_____
was hereunto affixed in the presence of
Signed, Sealed and Delivered by the said _____

in the Presence of

BindingSignature of Employer _____

BindingSignatureofContractor_____

SECTION5: CONDITIONSOFCONTRACT

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ConditionsofContract

A. General

1. Definitions

1.1 TermswhicharedefinedintheContractDataarenotalsodefinedintheConditionsof Contract but keep their Defined Meanings. Bold Letters are used to identify Defined Terms.

BillofQuantitiesmeansthePricedandCompletedBillofQuantitiesformingpartofthe Tender.
CompensationEventsarethosedefinedinClause38 hereunder.
The **Completion Date** is the Date of Completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the Documents listed in Clause 2.2 below.
The**ContractData**definestheDocumentsandotherInformation,whichcomprisetheContract.
The**Contractor**isaPersonorCorporateBodywhoseTendertocarryouttheWorkshas been accepted by the Employer.
The**Contractor'sTender**istheCompletedTenderDocumentsubmittedbytheContractorto the Employer.
The **Contract Price** is the Price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Provisions of the Contract.
DaysareCalendarDays;**Months**areCalendar Months.
A**Defect**isanyPartoftheWorksnotcompletedinaccordancewiththeContract.
The **Defects Liability Period** is the Period named in the Contract Data and calculated fromthe Completion Date.
The **Employer** is the Party who will employ the Contractor to carry out the Works.
EquipmentistheContractor'sMachineryandVehiclesbroughttemporarilytotheSiteto construct the Works.
The **InitialContract Price** is the ContractPrice listedin the Employer's LetterofAcceptance.
The **Intended Completion Date** is the Date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an Extension of Time.
Materials are all Supplies, including Consumables, used by the Contractor for incorporation in the Works.
Plant is anyIntegral Part of the Works which is to have a Mechanical, Electrical, Electronicor Chemical or Biological Function.
The**Site**istheAreadefinedassuchintheContract Data.
Specification means the Specification of the Works included in the Contract and any Modification or Addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence Execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** isa Personor CorporateBody who has aContract with theContractor to carry out a Part of the Work in the Contract which includes Work on the Site.
A**Variation**isanInstructiongivenbytheEmployerwhichvariesthe Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, Singular also means Plural, Male also means Female or Neuter, and the other way around. Headings have no Significance. Words havetheir Normal Meaning under the Language of the Contract unless specifically defined. The Employer will provide Instructions clarifying Queries about the Conditions of Contract.

2.2 TheDocumentsformingtheContractshallbeinterpretedinthefollowingOrderofPriority.

i. Agreement.
ii. LetterofAcceptance,NoticetoproceedwiththeWorks.
iii. Contractor'sTender.
iv. ContractData.
v. ConditionsofContract(includingSpecialConditionsofContract).
vi. Specifications.
vii. Drawings.
viii. BillofQuantities.
ix. MinutesofPre TenderMeetingand
x. AnyotherDocumentlistedintheContractDataasformingPartofthe Contract.

3. LawGoverningContract

3.1 TheLawGoverningthe ContractistheLawsofIndiasupplantedbytheKarnatakaLocalActs.

4. Employer'sDecisions

4.1 Except where otherwise specifically stated, the Employer will decide Contractual Matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his Duties and Responsibilities to other people after notifying the Contractor and may cancel any Delegation after notifying the Contractor.

6. Communications

6.1 Communications between Parties which are referred to in the Conditions are effective only when in writing. A Notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Sub-contracting

Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, Public Authorities, Utilities and the Employer.

9. Personnel

9.1 The Contractor shall employ the Technical Personnel (of Number and Qualifications) as may be stipulatedbythe BBMP fromtime to time duringthe Execution ofthe Work. The Technical Staff so employed shall be available at Site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's Staff or his Work Force stating the Reasons, the Contractor shall ensure that the Personleaves the Site within Seven Days and has no further Connection with the work in the Contract.

10. Employer'sandContractor'sRisks

10.1 The Employer carries the Risks which this Contract states are Employer's Risks, and the Contractor carries the Risks which this Contract states are Contractor's Risks.

11. Employer'sRisks

11.1 TheEmployerisresponsiblefortheExceptedRisks,whichare

a. Rebellion,RiotCommotionorDisorderunlesssolelyrestrictedtoEmployeesoftheContractor arising from the conduct of the Works; or
b. ACauseduesolelyto theDesignoftheWorks,otherthantheContractor'sDesign; or
c. AnyOperationoftheForcesofNature(insofarasitoccursontheSite)whichanExperienced Contractor
    i. Couldnothavereasonablyforeseen;or
    ii. Couldreasonablyhaveforeseen,butagainstwhichhecouldnotreasonablyhavetaken at least one of the following Measures.
        - PreventLossorDamagetoPhysicalPropertyfromoccurringbytaking Appropriate Measures or
        - InsureagainstsuchLossorDamage.

12. Contractor'sRisks

12.1 All Risks of Loss or Damage to Physical Property and of Personal Injury and Death, which arise during and in consequence of the Performance of the Contract other than the Excepted Risks, are the Responsibility of the Contractor.

13. Insurance

13.1 TheContractorshallpriortocommencetheworks,effectandthereaftermaintainInsurances, in the Joint Names of the Employer and the Contractor (cover from the First Working Day after the Start Date to the End of Defects Liability Period) in the Amounts stated in the Contract Data:

a. ForLossorDamagetotheWorks,PlantsandMaterialsandtheContractor'sEquipment;
b. For Liability of both Parties for Loss, Damage, Death and Injury to Third Parties or their Property arising out of the Contractor's Performance of the Contract including the Contractor's Liability for Damage to the Employer's Property other than the Works and

c. For Liability of both Parties and of any Employer's Representative for Death and Injury to theContractor'sPersonnelexcepttotheExtentthatLiabilityarisesfromtheNegligenceof the Employer, any Employer's Representative or their Employees.

13.2 Policies and Certificates for Insurance shall be delivered by the Contractor to the Employer for his Approval before the Start Date. All such Insurances shall provide for Compensation to be payable to rectify the Loss or Damage incurred. All Payments received from Insurers relating to Loss or Damage shall be held jointly by the Parties and used for the Repair of the Loss or Damage or as Compensation for Loss or Damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the Insurances referred to in the previous Sub Clauses or fails to provide Satisfactory Evidence, Policies or Receipts, the Employer may without Prejudice to any other Right or Remedy, effect Insurance for theCover relevant to such Default and pay the Premiums due and recover the same as a Deduction from any other Monies due to the Contractor. If no Paymentis due, the Payment of the Premiums shall be a Debt Due.

13.4 Alterations to the Terms of Insurance shall not be made without the Approval of the Employer.

13.5 BothPartiesshallcomplywithanyConditionsoftheInsurancePolicies.

14. SiteInvestigationReports

14.1 The Contractor, in preparing the Tender, shall rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any Information available to the Tenderer.

15. QueriesabouttheContractData

15.1 TheEmployerwillclarifyQueriesontheContractData.

16. ContractortoconstructtheWorks

16.1 The Contractor shall construct the Works in accordance with the Specifications andDrawings.

17. TheWorkstobecompletedbytheIntendedCompletionDate

17.1 The Contractor may commence Execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the Approval of the Employer, and complete them by the Intended Completion Date.

18. ApprovalbytheEmployer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 TheContractorshallbe responsiblefortheDesignofTemporary Works.

18.3 TheEmployer'sapprovalshallnotaltertheContractor'sResponsibilityforDesignofthe Temporary Works.

18.4 The Contractor shall obtain Approval of ThirdParties for the Design of the Temporary Works where required.

18.5 All Drawings prepared by the Contractor for the Execution of the Temporary or PermanentWorks, are subject to prior Approval by the Employer before their use.

19. Safety

19.1 TheContractorshallbeResponsibleforttheSafetyofallActivitiesontheSite.

20. Discoveries

20.1 Anything of Historical or other Interest or of Significant Value unexpectedly Discovered on the Site is the Property of the Employer. The Contractor is to notify the Employer of such Discoveries and carry out the Employer's Instructions for dealing with them.

21. PossessionoftheSite

21.1 The Employer shall give Possession of all parts of the Site to the Contractor. If Possession of a Part is not given by the Date stated in the Contract Data, the Employer is deemed to have delayed the Start of the Relevant Activities and this will be Compensation Event.

22. Accessto theSite

22.1 The Contractor shall allow the Employer and any Person authorized by the Employer Access to the Site, to any Place where Work in connection with the Contract is being carried out or is intended to be carried out and to any Place where Materials or Plant are being manufactured /fabricated/assembledfortheWorks.

23. Instructions

23.1 The Contractor shall carry out all Instructions of the Employer which comply with the Applicable Laws where the Site is located.

24. ProcedureforResolutionofDisputes

24.1 Ifthe Contractoris notsatisfiedwiththe Decision taken bytheEmployer, the Dispute shallbe referred by either Party to Arbitration within 30 days of the Notification of the Employer's Decision.

24.2 If neither Party refers the Dispute to Arbitration within the above 30 days, the Employer's Decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the Arbitration Procedure stated inthe Special Conditions of Contract.

B. TimeControl

25. Program

25.1 Within the Time stated in the Contract Data, the Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works.

25.2 The Employer's Approval of the Program shall not alter the Contractor's Obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A Revised Program is to show the Effect of Variations and Compensation Events.

26. ExtensionoftheIntendedCompletionDate

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs ora Variation is issued which makes it impossible for Completion to be achieved by theIntended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 Days of the Contractor asking the Employer for a Decision upon the Effect ofa Compensation Event or Variation and submitting Full Supporting Information.

27. DelaysorderedbytheEmployer

27.1 The Employer may instruct the Contractor to delay the Start or Progress of any Activity within the Works.

28. ManagementMeetings

28.1 The Employer may require the Contractor to attend a Management Meeting. The Business ofa ManagementMeetingshall be to review the Progress Achieved and the Plans for Remaining Work.

28.2 The Responsibility of the Parties for Actions to be taken is to be decided by the Employer either at the Management Meeting or after the Management Meeting and stated in writing to be distributed to all who attended the Meeting.

C. QualityControl

29. IdentifyingDefects

29.1 The Employershallcheckthe Contractor's Workandnotifythe ContractorofanyDefects that arefound.SuchCheckingshallnotaffecttheContractor'sResponsibilities.TheEmployermay instruct the Contractor to search for a Defect and to uncover and test any Work that the Employer considers may have a Defect.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a Test not Specified in the Specification to check whether any Work has a Defect and the Test shows that it does, the Contractor shall pay for the Test and any Samples. If there is no Defect the Test shall be a CompensationEvent.

31. CorrectionofDefects

31.1 The Employer shall give Notice to the Contractor of any Defects before the End of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time Notice of a Defect is given, the Contractor shall correct the Notified Defect within the Length of Time specified by the Employer's Notice.

32. UncorrectedDefects

32.1 If the Contractor has not corrected a Defect within the Time Specified in the Employer's Notice, the Employer will assess the Cost of having the Defect corrected, and the Contractor will pay this Amount.

D. Cost Control

33. BillofQuantities(BOQ)

33.1 TheBOQshallcontainItemsfortheConstruction,Installation,Testingand Commissioning Work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the Quantity of the Work done at the Rate in the BOQ for each Item.

34. Variations

34.1 TheEmployershallhavepowertoordertheContractortodoanyorallofthefollowingas considered necessary or advisable during the Progress of the Work by him.

a. IncreaseordecreaseofanyItemofWorkincludedintheBillofQuantities(BOQ).
b. OmitanyItemofWork.
c. ChangetheCharacterorQualityorKind ofany ItemofWork.
d. ChangetheLevels,Lines,Positions,LocationsandDimensionsofanyPartoftheWork.
e. Execute Additional Items of Work of any kind necessary for the Completion of the Works and
f. Change in any Specified Sequence, Methods or Timing of Construction of any Part of theWork.

34.2 The Contractor shall be bound to carry out the Work in accordance with any Instructions in this Connection, which may be given to him in Writing by the Employer and such Alteration shall not vitiate or invalidate the Contract.

34.3 Variations shall not be made by the Contractor without an Order in Writing by the Employer, provided that no Order in Writing shall be required for Increase or Decrease in the Quantity of an Item appearing in the BOQ so long as the Work executed conforms to the Approved Drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. has to be obtained for the variation exceeding 5%.

35. PaymentsforVariations

35.1 PaymentforIncreasein theQuantitiesofanItemintheBOQupto25% ofthatprovidedinthe Bill of Quantities shall be made at the Rates quoted by the Contractor.

35.2 ForQuantitiesinExcessof 125% of theTenderedQuantityofan Item asgivenintheBOQ,the Contractor shall be paid at the Rate entered in or derived from the Schedule of Rates (applicable for the Area of the Work and Current at the Time of Award of Contract) plus or minus the Overall Percentage of the Original Tendered Rates over the Current Schedule of Rates prevalent at the Time of Award of Contract.

35.3 If there is no Rate for the Additional, Substituted or Altered Item of the Work in the BOQ, Efforts would be made to derive the Rates from those given in the BOQ or the Schedule of Rates (Applicableforthe Area ofthe WorkandCurrent at the Time ofAwardofContract) and if found Feasible, the Payment would be made at the Derived Rate for the Item plus or minus the Overall Percentage of the Original Tendered Rates over the Current Schedule of Rates prevalent at the Time of Award of Contract.

35.4 If the Rates for Additional, Substituted or Altered Item of Work cannot be determined either as at 35.1or35.2or35.3above, the Contractorshallbe requestedto submit his Quotation for the Items supported by Analysis of the Rate or Rates claimed, within 7 days.

35.5 If the Contractor's Quotation is determined Unreasonable, the Employer may order the Variation and make a Change to the Contract Price which shall be based on Employer's own Forecast of the Effects of the Variation on the Contractor's Costs.

35.6 If the Employer decides that the Urgency of Varying the Work would prevent a Quotation being given and considered without Delaying the Work, no Quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no Circumstances, the Contractor shall suspend the Work on the Plea of Non Settlement of Rates for Items falling under this Clause.

36. SubmissionofBillsforPayment

36.1 The Contractor shall submit to the Employer Monthly Bills of the Value of the Work completed less the Cumulative Amount Paid previously.

36.2 The Employershall checkthe Contractor's Bill anddetermine the Value ofthe Workexecuted which shall comprise of (i) Value of the Quantities of the Items in the BOQ Completed and (ii) Valuation of Variations and Compensation Events.

36.3 The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item previously paid in the Light of Later Information.

37. Payments

37.1 Payments shall be adjusted for Deductions for Advance Payments, other than Recoveries in Terms of the Contract and Taxes at Source as applicable under the Law. The Employer shall pay the Contractor within 60 Days of Submission of the Bill. The Contractor shall be liable to pay Liquidated Damages for Shortfall in Progress. For Progress beyond the Agreed Programme, Payment is subject to Availability of the Grants.

37.2 Items of the Works for which no Rate or Price has been entered in, will not be paid for by the Employer and shall be deemed covered by other Rates and Prices in the Contract.

38. CompensationEvents

38.1 ThefollowingareCompensationEventsunlesstheyarecausedbytheContractor.

a. The Employer does not give Access to a Part of the Site by the Site Possession Date stated in the Contract Data.
b. The Employer orders a Delay or does not issue Drawings, Specifications or InstructionsRequired for Execution of Works on time.
c. The Employer instructs the Contractor to uncover or to carry out Additional Tests uponWork which is then found to have no Defects.
d. The Employer gives an Instruction for dealing with an Unforeseen Condition, caused bythe Employer, or Additional Work required for Safety or other Reasons.
e. TheEffectontheContractorofanyoftheEmployer'sRisks.
f. TheEmployerunreasonablydelaysissuingaCertificateof Completion.
g. OtherCompensationEventslistedintheContractDataormentionedinthe Contract.

38.2 If a Compensation Event would cause Additional Cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and / ortheIntendedCompletionDateisextended. TheEmployershalldecidewhetherandbyhow much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as Information demonstrating the Effect of each Compensation Event upon the Contractor's Forecast Cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's Forecast is deemed Unreasonable, the Employer shall adjust the Contract Price based on Employer'sown Forecast. The Employer will assume that the Contractor will react competently and promptly to the Event.

38.4 The Contractor shall not be entitled to Compensation to the Extent that the Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

39. Tax

39.1 The Rates quoted by the Contractor shall be deemed to be inclusive of the Sales and Other TaxesthattheContractorwill have topayforthePerformanceofthis Contract.TheEmployer will perform such Duties in regardto the Deduction of such Taxes at Source as per Applicable Law.

40. Price Adjustment :- Not Applicable

(As per Government Order No. FD 3 PCL 2008 dated 21.11.2008, for all works costing more than Rs.50.00 lakhs and if the period of execution is more than 12 months, the price adjustment will be calculated as prescribed in Annexure to G.O. No. FD 59 PRO Cell /2004 dated 26.11.2004. And if the period is more than 6 months but less than or equal to 12 months for works costing more than Rs.50.00 lakhs, star rates in respect of specified materials (cement, steel and bitumen) only shall be payable to the contractor based on the all India average wholesale price Index for the said materials. The star rates adjustment shall be as per the increases or decrease in the index as applicable to the said materials between the last date for receiving the Bids and the date of execution as per the approved programme of works submitted by the contractor at the time of execution of agreement which shall mandatorily be a part of the agreement.)

41. LiquidatedDamages

41.1 The Contractor shall pay Liquidated Damages to the Employer at the Rate per day stated in the Contract Data for each day that the Completion Date is later than the IntendedCompletion Date for the whole of the Works as stated in the Contract Data. The TotalAmount of Liquidated Damages shall not exceed the Amount defined in the Contract Data. The Employer may deduct Liquidated Damages from Payments due to the Contractor. Payment of Liquidated Damages does not affect the Contractor's Liabilities.

41.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Employer shall correct any Overpayment of Liquidated Damages by the Contractor by adjusting the Next Payment of Bill.

42. AdvancePayments

42.1 The Employer shall make Payment to the Contractor of the Amounts stated in the Contract Data by the Date stated in the Contract Data, against provision by the Contractor of an UnconditionalBankGuarantee inaFormacceptable tothe Employerissuedbya Nationalized / Scheduled Bank in Amounts equal to the Advance Payment. The Guarantee shall remain Effective until the Advance Payment has been repaid, but the Amount of the Guarantee shall be progressively reduced by the Amounts repaid by the Contractor. Interest will not be charged on the Advance Payment.

42.2 TheContractoris touse theAdvancePayment onlytopayforMobilizationExpensesrequired specifically for Execution of the Works. The Contractor shall demonstrate that Advance Payment has been used in this way by Supplying Copies of Invoices or other Documents tothe Employer.

42.3 The Advance Payment shall be repaid by Deducting Proportionate Amounts from Payments otherwise due to the Contractor, following the Schedule of Completed Percentages of the Works on a Payment Basis. No account shall be taken of the Advance Payment or its Repayment in assessing Valuation of the Work done, Variations, Price Adjustments, Compensation Events or Liquidated Damages.

43. Securities

43.1 The Security Deposit (including Additional Security for Unbalanced Tenders) shall be provided to the Employer no later than the Date Specified in the Letter of Acceptance and shall be issued in an Amount and Form and Type of Instrument acceptable to the Employer. The Security Deposit shall be valid until a date 30 days from the Date of Expiry of Defects LiabilityPeriodandthe AdditionalSecurityfor UnbalancedTendersshall be validuntila date 30 days from the Date of Issue of the Certificate of Completion.

44. CostofRepairs

44.1 Loss or Damage to the Works or Materials to be incorporated in the Works between the Start Date andthe Endofthe Defects Correction Periods shallbe remediedbythe Contractorat the Contractor's Cost if the Loss or Damage arises from the Contractor's Acts or Omissions.

E. FinishingtheContract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Takingover

46.1 TheEmployershalltakeovertheSiteandtheWorkswithinsevendaysofissuingaCertificate of Completion.

47. FinalAccount

47.1 The Contractor shall supply to the Employer a Detailed Account of the Total Amount that the Contractor considers Payable under the Contract before the End of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any Final Payment that is due to the Contractor within 90 days of receiving the Contractor's Account if it is Correct and Complete. If it is not, the Employer shall issue within 90 days a Schedule that states the Scope ofthe Corrections or Additions that are necessary. Ifthe Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the Amount Payable to the Contractor and make Payment within 60 days of receiving the Contractor's Revised Account.

48. AsBuiltDrawingsand/orOperatingandMaintenance Manuals

48.1 If "As Built" Drawings and / or Operating and Maintenance Manuals are required, the Contractor shall supply them by the Dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the Dates stated in the Contract Data, or they do not receive the Employer's Approval, the Employer shall withhold the Amount stated in the Contract Data from Payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other Party causes a Fundamental Breach of the Contract.

49.2 FundamentalBreachesofContractinclude,butshallnotbelimitedtothe following.

a. The Contractor stops work for 45 days when No Stoppage of Work is shown on the Current Program and the Stoppage has not been authorized by the Employer.
b. Not applicable
c. The Contractor becomes Bankrupt or goes into Liquidation other than for a Reconstruction or Amalgamation.
d. Not applicable
e. The Employer gives Notice that Failure to correct a Particular Defect is a Fundamental Breach of Contract and the Contractor fails to correct it within a Reasonable Period of Time determined by the Employer.
f. TheContractordoesnotmaintainaSecuritywhichis required.
g. The Contractor has delayed the Completion of Works by the Number of Days for whichthe Maximum Amount of Liquidated Damages can be paid as defined in the Contract data; and
h. If the Contractor, in the judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in the Executing the Contract.

For the purpose of this paragraph "**Corrupt Practice**" means the Offering, Giving, Receiving or Soliciting of any thing of Value to influence the Action of a Public Official in the Procurement Process or in Contract Execution. "**Fraudulent Practice**" means a Misrepresentation of Facts in order to influence a Procurement Process or the Execution of a Contract to the Detriment of the Borrower and includes Collusive Practice among Tenderers (prior to or after Tender Submission) designed to establish Tender Prices at Artificial Non Competitive Levels and to deprive the Borrower of the Benefits of Free and OpenCompetition.

49.3 When either Party to the Contract gives Notice of a Breach of Contract to the Employer for a Cause other than those Listed under Sub Clause 49.2 above, the Employer shall decide whether the Breach is Fundamental or not.

49.4 NotwithstandingtheabovetheEmployermayterminatetheContractforConvenience.

49.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site Safe and Secure and leave the Site as soon as reasonably possible.

50. PaymentuponTermination

50.1 If the Contract is terminated because of a Fundamental Breach of Contract by the Contractor, the Employer shall prepare Bill for the Value of the Work done Less Advance Payments received upto the Date of the Bill, Less other Recoveries Due in Terms of the Contract, Less Taxes Due to be deducted at Source as per Applicable Law and Less the Percentage to applyto the Work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the Total Amount due to the Employer exceeds any Payment due to the Contractor, the Difference shall be a Debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's Convenience or because of a Fundamental BreachofContractbytheEmployer,theEmployershallprepareBillfortheValueoftheWork done, the Reasonable Cost of Removal of Equipment, Repatriation of the Contractor's Personnel employed solely on the Works and the Contractor's Costs of protecting and securing the Works and Less Advance Payments received upto the Date of the Certificate,Less other Recoveries due in Terms of the Contract and Less Taxes due to be deducted at Source as per Applicable Law and make Payment accordingly.

51. Property

51.1 All Materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the Property of the Employer, if the Contract is terminated because of a Contractor's Default.

52. Releasefrom Performance

52.1 If the Contract is frustrated by any Event entirely Outside the Control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site Safe and stop work as quickly as possible after receiving this Certificate and shall be paid for all Work carried out before receiving it and for any Work carried out afterwards to which Commitment was made.

F. SpecialConditionsofContract

The following Special Conditions of Contract shall be read in conjunction with the GeneralConditions of Contract and Instructions to Tenderers as an Extension and not in Limitation of the Obligations of the Contract. In case of Discrepancy between these Special Conditions of Contract and the General Conditions of Contract, the decision of the Employer shall be final and binding on the Contractor.

1. **Labour**

The Contractorshall, unless otherwise providedin the Contract, make his own Arrangements for the Engagement of all Staff and Labour, Local or Other, and for their Payment, Housing, Feeding and Transport.

The Contractor shall, if required by the Employer, deliver to the Employer a Return in Detail, in such Form and at such Intervals as the Employer may prescribe, showing the Staff and the Numbers of the Several Classes of Labour from time to time employed by the Contractor on the Site and such other Information as the Employer may require.

2. **CompliancewithLabourRegulations**

During Continuance of the Contract, the Contractor shall abide at all times by all existing Labour Enactments and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government or Local Authority and any other Labour Law (including Rules), Regulations, Bye Laws that may be passed or Notification that may be issued under any Labour Law in future either by the State or the Central Government or the Local Authority. The Contractor shall keep the Employer Indemnified in case any action is taken against the Employer by the Competent Authority on Account of Contravention of any of the Provisions of any Act or Rules made there under, Regulations or Notifications including Amendments. If the Employer is caused to pay or reimburse, such Amounts as may be necessary to cause or observe, or for Non Observance of the Provisions Stipulated in the Notifications / Bye Laws / Acts / Rules / Regulations including Amendments, if any, on the part of the Contractor, Employer shall have the Right to deduct any Money due to the Contractor including his Amount of Security Deposit. The Employer shall also have Right to recover from the Contractor any Sum required or estimated to be required for making Good the Loss or Damage suffered by the Employer.

The Employees of the Contractor in no case shall be treated as the Employees of theEmployer at any point of time.

3. **ProtectionofEnvironment**
The Contractor shall take all Reasonable Steps to protect the Environment on and off the Site and to avoid Damage or Nuisance to Persons or to Property of the Public or others resulting from Pollution, Noise or other Causes arising as a Consequence of his Methods of Operation. During Continuance of the Contract, the Contractor shall abide at all times by all Existing Enactments on Environmental Protection and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government, or Local Authorities and any otherLaw, Bye Law,Regulations that maybepassedorNotification that maybe issuedin this respect in future by the State or Central Government or the Local Authority.

4. **PossessionoftheSite**
The Employer shall give the possession of the Site to the Contractor based on the mutually agreed Construction Schedule between the Employer and the Contractor. If Possession of a Part is not given as per the mutually agreed Schedule then the Employer will assess the Probable Delay that may arise due to non availability of that particular part of Site to the Contractor.

5. The Tender Documents uploaded in the Karnataka Public Procurement Portal, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of theRights and Obligation of both the Parties.

6. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings andFiguredDimensions in preference to the Measured Ones. SpecialConditions shallbe followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference toGeneral Specifications applicable to the Contract.

7. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

8. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

9. AnyErrorinDescriptionoranyOmissionstherefrom,shallnot vitiatetheContractorrelease the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

10. TheWorkshallnotbesubcontracted.

11. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as

stated in the Contract Data.

12. WithinfifteendaysfromtheDateofSigningtheAgreementandbeforeCommencementofthe Work, the Contractor shall submit the following Details / Documents to the Employer for his Approval.

a. Time and Progress Chart in direct relation to the Intended Completion Period along with Milestones as stated in the Contract Data for Completion of the Items or Groups of Items of Work and for the Contract as a whole. It shall indicate the Procedure and Method in which the Work is proposed to be carried out, the Forecast of the Dates of Commencement and Completion of Various Grades or Sections and the Arrangements regarding Constructional Plant and Temporary Works, which the Contractor intends to make. The Programme of Work may be amended as and when necessary by Agreement between the Employerandthe Contractorwithin the Limitations ofTime imposedbythe Contract Documents.

b. **MappingofExistingUtilities**:
The Successful Tenderer (Contractor), on Award of Work, shall map all the Existing Service Lines, above and below the ground level within the Battery Limit, such as Water Supply, Underground Drainage, Electrical, Telephone, Optical Fibre Cables, etc. Mapping of the Service Lines below the Ground Level shall be carried out using Ground PenetratingRadar (GPR)Equipment. Mappingshallbe got approvedby all the respective Service Departments at the Risk and Cost of the Contractor. The Contractor shall submit the Approved Maps to the Employer.

c. Topographical Survey shall be carried out and Topographical Survey Plan along with Levels and Sections (as per the MoRT&H Specifications) of the Project Roads mentioned under the Package shall be submitted both in Hard and Soft Copy by the Contractor.

d. TrafficDiversionPlaninaccordancewiththeTrafficDepartmentshallbesubmittedfor the Approval before Commencement of the Work.

e. After Approval of the Traffic Diversion Plan by the Concerned Authorities, Notification and Diversion Display Boards of Dimensions 1.8m X 1.6m (at 2.8m height from the Ground Level) of minimum 8 Nos. in the Project Battery Limit shall be installed before Commencement of the Work by the Contractor.

f. The Contractor shall submit the required Mix Design Reports for Pavement Quality Concrete, Bituminous Materials and Concrete of other Grades before Commencement of the Work for the Approval of the Chief Engineer. Further, the Contractor shall submit necessary Quality Control Reports from the Manufactures / Third Party for other Materials before using the same in the Work.

g. OnAward ofthe Work, the Contractorshalldemonstrate Execution ofWhite Toppingfor a length of 50m with the Pavers, which are to be deployed in the Work by the Contractor, and shall prove Quality by conducting necessary Quality Control Tests, Workmanship of his Works as per the required Specifications / Standards of relevant IRC / BIS. Any Improvements required with respect to the Quality, Workmanship and Speed ofExecutionoftheWorkasdecidedbytheEmployer,suchModificationsshallbecarriedout

by the Contractor for Execution of the Work. The Decision of the Employer / Employer's Representatives in this regard shall be final and the Contractor shall abide by the same.

13. The Contractor shall prepare and submit the Working Drawings / Good for Construction Drawings along with the required Survey / Investigation Reports to the Employer and get approval for the same by the Employer at Contractor's own risk and cost before Commencement of the Work. The Employer will approve the Drawings within 10 Working Days from the Date of Submission of the Drawings by the Contractor

On the basis of Project Scheduling, the Contractors shall also supply Monthly Bar Chart for Completion of each Item of Work and other necessary Information for monitoring the Progress of the Work. The Contractor shall also supply suitably Updated Monthly Bar Charts, etc. incorporating inter alia the Decision taken during Site Inspections / Review Meetings.

14. The Approval of the above Programme by the Employer shall not absolve or relieve the Contractor of any of his Responsibilities to complete the whole of the Works by the Intended Completion period or Extended Completion Period, if any.

15. **ProgressofWork**

The Contractor shall give the Employer on the 4thDay of eachMonth a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action as may be necessarytobringbackhisWorktoSchedulewithoutanyAdditionalCosttotheEmployerby employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

16. **DrawingstobekeptatSite**

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspectionand Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

17. **DrawingstobekeptatSite**

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspectionand Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

18. **InspectionofWorks**

In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and InstructionsorhavearesponsibleSiteEngineerdulyaccreditedinwriting,tobepresentfor

thatPurpose.

19. **ForeignExchange**
It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. thatmay be required in carrying out the Work, even from the RupeePayment Country will be made available.

20. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

21. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, Casting Yard, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

22. The Contractor shall make his own arrangement for the Disposal of the Spoils / Excavated Earth / Debris from the Works to such Place, approved by the Employer, where the sameshall not cause Nuisance and shall be acceptable to the Authorities concerned.

23. The Electric and Water Connections to be obtained for use of the Work under the Contractare subject to the following Conditions.
    a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.
    b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Stand by Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

24. **SafetyofWorkers**

In respect of all Labour directly or indirectly employed in the Work for the Performance ofthe Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 1000/-** per Day for each day of Delay from

the Date ofNotice issuedto the Contractorion this regard andin addition the Employershall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i.	IS:3696(PartI) –1966	SafetyCodeforScaffoldsand Ladders
ii.	IS:3696(PartII)–1966	SafetyCodeforScaffoldsandLadders,PartIILadders
iii.	IS:3764–1966	SafetyCodeforExcavationWork
iv.	IS4081–1967	SafetyCodeforBlastingandDrillingOperations
v.	IS:4138–1977	SafetyCodeforWorkinginCompressedAir
vi.	IS:5121	SafetyCodeforPilingandotherDeep Foundations
vii.	IS:5916–1970	Safety Code for Construction involving Use of Hot BituminousMaterials
viii.	IS:7293–1974	SafetyCodeforWorkingwithConstructionMachinery
ix.	IS:7969 –1975	SafetyCodeforStorageandHandlingofBuildingMaterials
x.	Anyother Codeand/orasper directionsofthe Employer.	

25. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress ofthe Work included in this Contract in the opinion of the Employer.

26. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

27. **NoWaivingofLegalRightsand Powers**

The Employershall not be precludedorstoppedfromtaking any Measurements andFraming of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract.NeithertheAcceptancebytheEmployernoranyPaymentforAcceptanceofthe

whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reservedorofanyRisk toDamage.AWaiverofanyBreachoftheContractshallnotbeheldto be a Waiver of any other or subsequent Breach.

28. **NightWork**

For Completing the Work well within the Intended Completion Period, the Contractor is required to work in three shifts (including Night Work) and no Claim whatsoever shall be entertained onthis account, not withstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards anyotherReason. None of the Permanent Works shallbe carriedout duringNight or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

29. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

30. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

31. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

32. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

33. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Workis to be underthe Contractor's Charge. The Contractoris to be heldResponsible forand to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any otherof his authorized Representatives in hisEmployment duringthe Execution ofthe Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

34. The Contractor will take all Necessary Measures for the Safety of Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags and Lights, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hoursof Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness.Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractorshall be Liable to action under Relevant Clauses / Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs. 1000/- per Sqm of Area left Unbarricaded.

The Employer shall give Notice to the Contractor for such Barrication and the Contractorshall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding. The Contractor shall be held fully responsible for any lapses and consequent losses (Damages, Injuries, Death, etc.) in this regard.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

35The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

36. AtthetimeofConstruction,theContractorshallembedallElectrical/otherFixtureslike Base Plates, Brackets, Conduits, etc. asper theDirections of the Employer. Nothing Extra whatsoever will be payable on this account.

37. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

38. AnyUpgradationinTechnologyintermsofConstructionProcedures/ConstructionMaterials / Construction Equipments will be adopted from time to time on mutual consents of the Employer and the Contractor.

39. **Arbitration(Clause 24)**

39.1 TheProcedure forArbitrationshallbeas follows.

a. In case of Dispute orDifference arisingbetween the Employerand the Contractor relating to any Matter arising out of or connected with this Agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Disputes or Differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed byAgreementbetweentheParties;failingsuchAgreement,bytheAppointingAuthority(any one of the Organizations as per list enclosed in Annexure).
b. ArbitrationProceedingsshallbeheldatBengaluru,Karnataka State.
c. The Cost and Expenses of Arbitration Proceedings will be paid as determined by the Arbitrator. However, the Expenses incurred by each Party in connection with the Preparation, Presentation, etc. shall be borne by each Party itself.
d. Performance under the Contract shall continue during the Arbitration Proceedings and Payments due to the Contractor by the Employer shall not be withheld, unless they arethe Subject Matter of the Arbitration Proceedings.

40. **QualityControlTests**

The Contractor shall arrange adequately equipped own Laboratory Facility Set up at Site for Site Control on the Quality of Materials and carry out all the Tests as per the Provision of BIS, MoRT&H Specifications and as per the Instructions of the Employer / Employer's Representative.

Further, the Contractor shall adopt Construction Machineries, Execution Methodology,Quality Control System, Safety Management, etc. as per the prevailing State – of – the – Art Facilities in prior consent with the Employer.

41.The Employer might deploy Employer's Representative for Design Checking and Approval, WorkSupervision, Quality Control and Supervision, Progress Monitoring, Safety Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the Employer's Representative for the successful completion of the Project.

42. **ExistingServices/UtilityLines**

Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines, Power Lines and similar Services / Utility Lines encountered in the Course of the Execution of the Work shall be protected / repaired / maintained in all respects in terms of Materials, Labours, etc. against the knowingly / unknowingly Damage by the Contractor at the Contractor's own risk and cost. The Contractor shall not store Materials or otherwise occupy any part of the Site ina manner likely to hinder the Operation of such Services.

43. **InterferencewithTrafficandAdjoiningProperties**

a. All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements ofthe Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following.
   i. TheConvenienceofthepublic, or
   ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.

b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or ClosureofanyRoad,RailwayoranyotherRightofWay,theApproval oftheEmployerand the Concerned Authorities shall be obtained well in advance by the Contractor.

c. Further, it shall be the Responsibility of the Contractor to obtain required Permission / Approval from the Concerned Traffic Police Authorities regarding Traffic Diversion at the Contractor's own Risk and Cost. The Employer will assist the Contractor in coordination only.

d. Further the Contractor is liable to follow the rules and regulation stipulated by the traffic department without fail. Event of accident or incident to the vehicles/public/pedestrian, only the Contractor will be held responsible.

e. TheContractorshallprovideSkilledFlagmenforTrafficDiversionas pertheRequirement ofthe Concerned Department.

f. The Contractor shall provide Traffic Barricades with Blinkers, Reflective Tapes, Road Delineators,TrafficCones,PortableSignages,ReflectiveLightsandothernecessaryTraffic Signage as required, as directed by the Concerned Authorities and as per the Specifications.

44. **ProtectionoftheWhiteToppedSurface**

The Contractor shall cover and protect the White Topped Surface till the Final Setting of the Concrete against Rain; Leaves, Branches, Twigs of Trees; Footprints of Human beings / Animals, etc. The Contractor shall be held fully responsible for any lapses in this regard. The Contractor has to remove such defective work at his own risk and costand redo the defective work.

- **Concrete**

The Contractor shall obtain Pavement Quality Concrete only from the Ready Mix Concrete (RMC) Plants established by the Reputed Cement Manufacturers. The List of these Reputed Cement Manufacturers shall be approved by the concerned Chief Engineer. Further, the Contractor shall enter into a Memorandum of Understanding (MoU) with the Approved Supplier by stating that the Supplier will be supplying the RMC to the Contractor on time as per the Requirements and this MoU shall be a part of the Contract Agreement.

Alternatively, the Contractor shall install his own Batch Mix Plant of Capacity minimum 300 cum / day. Further, Installation Details such as Location, Equipment and Accessory Details, Capacity, etc. shall be approved by the concerned Chief Engineer prior to installation.

The Design Mix of Concrete in both the cases shall be approved by the concerned Chief Engineer.

- **Heavy Duty Cobble Stone**

  The Concrete Grade of Heavy Duty Cobble Stone proposed shall not be less than M40 and each Stone shall be provided with 3 dimension locking system.

48. The Maintenance of the Roads handed over to the Contractor for White Topping is the sole responsibility of the Contractor. He shall ensure that the Pavement Layers are maintained in the Motorable Conditions without any Potholes from the Day of Issue of Notice to proceedwith the Work. If the Contractor fails to maintain the Road, the Contractor will be liable to pay Penalty of Rs. 10000/- per pothole per day for each day of Delay from the Date of Noticeissuedto the Contractorin this regardandin addition the Employershall be at libertyto make arrangement and provide facilities as aforesaid and recover the

49. As per the Government Order FD 205 EXP 12/2021 Dated:26.04.2021, third party inspection has been made mandatory for construction works exceeding the estimated cost of Rs.2.00 crore.

Annexure:

LISTOFORGANIZATIONSWHOARECONSIDEREDASAPPOINTINGAUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. IndianCouncilofArbitration,NewDelhi.
2. InternationalCentreforAlternativeDisputesResolution(India).
3. IndianRoads Congress.
4. IndianBuildingCongress.
5. IndianInstituteofBridgeEngineers.
6. IndianInstituteofPublicHealthEngineers.
7. InstituteofWater Works.

SECTION6: CONTRACTDATA

Itemsmarked"N/A"donotapplyinthis Contract.

Thefollowingdocumentsarealsopartofthe Contract:

Clause Reference

1. The Employer: **The Chief Commissioner**
   Address: **Bruhat Bengaluru MahanagaraPalike**
   N. R. Square

Bengaluru – 560 002

NameofAuthorizedRepresentative:Executive Engineer
RoadinfrastructureWestDivision,
PalikeSoudha, 14th Cross,
1stStage,ChandraLayout,
Bengaluru–560039

2. TheNameandIdentificationNumberoftheContract:
"Comprehensive Development of Footpath &Whitetopping for 8 Major Roads inBBMP West Zone Limit under Package-3"

The Work consists of Desilting of Roadside Drains; Refixing / Fixing of Drain Cover Slabs; Refixing / Fixing of Kerb Stones; Construction of Buffer Zone; Construction of New Cast – in – Situ Median; Construction of New Roadside Drain; Laying of Utility Ducts along Footpath; Construction of New Footpath; Construction of Manholes and Cross Utility Ducts; Milling of Existing Bituminous Surface; Providing and Laying of Bituminous Macadam for Filling of Potholes, Cracks, etc. and for Profile Correction as well; Providing and Laying of White Topping; Painting of Kerb Stones, Median; Lane Marking;ProvingandFixingofTrafficSigns;ImprovementstoCrossRoads;Electrical Works such as Street Lighting; etc. and Maintenance of all the InfrastructuralFacilities developed for a Defect Liability Period of 5 years.
List of work to be executed under this package

Sl No	Name of Work
1	Comprehensive development of footpath and white topping of sultan road from Mysore road to 5th main road chamrajpet
2	Comprehensive development of footpath and white topping of 3rd main road(Rameshwara temple road) Chamrajpet from 9th cross chamrajpet to PMK road

3	Comprehensive development of footpath and white topping of 4th main road chamrajpet from 9th cross chamarajpet to PMK road
4	Comprehensive development of footpath and white topping of Sirsi road from Mysore road to 4th cross Chamarajapete
5	Comprehensive development of footpath and white topping of loop road from Ananda Rao circle to Old JDS office
6	Comprehensive development of footpath and white topping of link road from Sampige road(Big bazar junction) to Sheshadripuram main road (Lingaiah road - at Jataka stand)
7	Comprehensive development of footpath and white topping of platform road from T-Junction on Vatal Nagaraj road (Link Road) to mantri mall
8	Comprehensive development of footpath and white topping of Subedharchatram road from KG road to Rajiv Gandhi Circle

3. TheStart Dateshallbe **DateofIssueofNoticetoProceedwiththeWork**.

4. TheSitesarelocated**alongReachesasdetailedoutinenclosedKey Maps**.

5. ThefollowingDocumentsalsoformpartofthe Contract:**N/ A**

6. Insurancerequirementsareas under

Sl.No.	**TypeofCover**	**MinimumCoverforInsurancefor12 months**
i.	WorksandofPlantandMaterials	TheSumstatedintheAgreementplus 20%
ii.	Lossordamageto equipment	FullReplacementCost
iii.	LossordamagetopropertyofThird Party	FullReplacementCost
iv.	PersonalInjuryorDeath Insurance a. forThirdParty b. for Contractor's Employees or Labour	 Rs.20.00Lakhtocover4Persons@ Rs.5.00 Lakh each. In accordance with the Statutory RequirementsApplicabletoKarnataka.

7. The Intended Completion Date for the whole of the Works: **11 Months from the Start Date including monsoon with the following Milestone.**

Milestone	Financial to be completed in Lakhs	Physical Work in percentage (%) to be completed (Cumulative)	Period from the Date of Issue of Notice to proceed with the Work
Milestone 1	936.40	10%	2 Months
Milestone 2	3277.00	35%	4.5 Months
Milestone 3	5618.00	60%	6.5 months
Milestone 4	7491.00	80%	9.0 Months
Milestone 5	9364.00	100%	11.0 months

8. TheSitePossessionDate: Immediately after the Issue of Work Order.

9. The Contractor shall submit to the Employer for Approval a Program showing the GeneralMethods, Arrangements, Order andTimingfor all the Activities in the Works: within 10 days from the Date of Signing the Agreement.

10. The Methodology and Program of Construction: 10 Days from the Date of Entering into Agreement.

11. The Schedule of Key and Critical Equipment to be deployed on the work as perAgreed Program of Construction: 10 Days from the Date of Entering into Agreement.

12. The Defects Liability Period is 60 Months, which will run concurrently from the Date of the Physical Completion of the Project and on issuance of Physical Completion Certificate by the Competent Authority.

13**Price Adjustment Formula: Not Applicable**

13.1 Price adjustment clause is applicable for the works wherein the contract period exceeds 12 months . The contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data and as per GOK order FD 59 Pro Cell 2004, Bengaluru dated 26th November 2004 ,FD 3 PCL 2008 Bangalore, dated 21-11-2008 and subsequent amendments or clarifications issued from time to time.

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)

(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

13.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs

13.3 Star Rates Adjustment

a) If the period of execution is more than 6 months but less than or equal to 12 months for work costing more than Rs.50 lakhs, star rates in respect of specified materials (cement, steel and bitumen) only shall be payable to the contractor based on the all India average wholesale price index for the said materials. The star rates adjustment shall be as per the increase or decrease in the index as applied to the said materials between the last date for receiving bids and the date of execution as per the approved programme of works submitted by the contractor at the time of execution of agreement which shall mandatorily be a part of the agreement.

b) If the period of execution is less than or equal to 6 months, for all works irrespective of the cost of the works, price adjustment or star rates shall not be applicable.

c) In works contracts where price adjustment clause is provided, the price adjustment shall be admissible from the date of opening of tenders (Original or extended)Contract price shall be adjusted for increase or decrease in rates and prices of bitumen/Cement/Steel in accordance with the principles and procedure and as per formulae given in the contract data.

14. TheLiquidatedDamagesforthewholeoftheWorksare**0.1%oftheFinalContract Price** per day OR Rs.936400 per day.

For Milestone 1	Rs.93640 per day
For Milestone 2	Rs.327700 per day
For Milestone 3	Rs.561800 per day
For Milestone 4	Rs.749100 per day
For Milestone 5	Rs.936400 per day

15. The Maximum Amount of Liquidated Damages for the whole of the Works:**10% of Final Contract Price.**

16. TheAmountsoftheAdvancePaymentare

Nature of Advance	**Amount(Rs.)**	**Conditionstobe fulfilled**
1.Mobilization	5% of the ContractPrice	On submission of Unconditional Bank Guarantee.(Tobedrawn beforeendof20%of ContractPeriod).

(The Advance Payment will be paid to the Contractor no later than 30 days after fulfillment of theabove Conditions).

17. RepaymentofAdvancePaymentforMobilization

The Advance Payment shall be repaid with Percentage Deductions from the Interim Payments certified by the Engineer under the Contract. Deductions shall commence inthe next Interim Payment Certificate following that in which the total of all such Payments to the Contractorhas reachednot less than 15% ofthe Contract Price andshall be made at the

Rate of 7.5% ofthe Amounts of all Interim Payment Certificates untilsuch time as the Loan has been repaid, always provided that the Loan shall be completely repaidpriortotheExpiryoftheOriginalTimeforCompletionpursuant toClauses17and

18. The Date bywhich"As Built Drawings" (in scale **1:100**)in 3sets are requiredis within **30 days** of Issue of Certificate of Completion.

19. The Amount to be withheld for failing to supply "As Built Drawings" by the date required is **Rs. 100000/-**.

20. ThefollowingEventsshallalsobeFundamentalBreachofthe Contract.
    a. TheContractorhascontravenedClauses7and9ofCC.

21. ThePercentagetoapplytotheValueoftheWorknotcompletedrepresentingthe Employer's Additional Cost for completing the Works shall be **30%**.

SECTION 7: Specifications

For Specifications, all the Latest Editions of Relevant Codes of Indian Road Congress, Special Publications, Bureau of Indian Standards, MoRT&H shall be referred to.
(Main work WHITE Topping code IRC SP-76-2015 is enclosed & other standard codes applicable to be referred).

SECTION 8: Drawings

Drawings are uploaded in the Karnataka Public Procurement Portal.

SECTION 9: Financial Bid

Financial Bid (Bill of Quantities) is uploaded in the Karnataka Public Procurement Portal.

Note to Bill of Quantities:

1. Item for which no Rate or Price has been entered in will not be paid for by the Employer when executed and shall be deemed Covered by the other Rates and Prices in the Bill of Quantities (Refer ITT Clause 11.2 and CC Clause 37.2).

2. Unit Rates and Prices shall be quoted by the Tenderer in Indian Rupees.

3. Where there is a Discrepancy between the Rate in Figures and Words, the lower of the two will govern [Refer ITT Clause 24.1(a)].

4. Where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by Quantity, the Unit Rate quoted shall govern [Refer ITT Clause 24.1 (b)].

SECTION10:FORMATOFBANKGUARANTEEFORSECURITYDEPOSIT

To: _____[Nameof Employer]
_____[AddressofEmployer]

WHEREAS_____ [Name and Address of Contractor] (hereinafter called "the Contractor")hasundertaken,inpursuanceofContractNo.dated_____toexecute _____[name of Contract and Brief Description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Security for compliance with his Obligations in Accordance with the Contract.

ANDWHEREASwehaveagreedtogivetheContractorsuchaBank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of theContractor,uptoatotalofRs._____ [AmountofGuarantee][7]Rupees_____[in Words] and we undertake to pay you, upon your first written demand and without cavil or argument,anysumorsumswithinthelimitsof____ [Amount of Guarantee][8]as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no Change or Addition to or other Modification of the Terms of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

Thisguaranteeshallbevaliduntil30daysfromtheDateofExpiryoftheDefectsLiabilityPeriod.

Signature and Seal of the Guarantor:
Name of Bank:
Address:
Date:

[7] An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

[8] An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

SECTION11:BANKGUARANTEEFORMATFOREARNESTMONEYDEPOSIT

To

Chief Commissioner
BruhatBengaluruMahanagaraPalike
N. R. Square
Bengaluru–560002

In accordance with your Tender No. EE/WEST /TEND/0 4 /2023–24, dated 08-02-2024 for theWork "Comprehensive Development of Footpath &Whitetopping for 8 Major Roads in BBMP West Zone Limit under Package-3"(hereinafter called "the Tender"), M/s. _____ oneoftheTenderers(hereinaftercalledthe"theTenderer")havingitsRegisteredOfficeat _____, wishes to participate in the said Tender and an irrevocable Bank Guarantee against Earnest Money Deposit for an Amount of Rs. _____(Rupees)isrequiredto be submitted by the Tenderer towards the Tender Security.

KNOW ALL MEN by these presents that we, _____(Name of Bank) of _____ (Name of Country) having our Registered Office at _____(hereinafter called "the Bank") at the Request of the Tenderer do hereby unequivocally and unconditionally guarantee the same Amount as stated above. The Bank is bound unto Bruhat Bengaluru MahanagaraPalike, N. R. Square, Bengaluru – 560 002 (hereinafter called "the Employer) in the same Amount as statedabove for which Payment well and truly to be made to the said Employer, the Bank binds himself,his Successors and Assigns by these presents.

SEALED with the Seal of the said Bank this _____day of _____2024.

The Conditions of this Obligation are:

1. IftheTendererwithdrawshisTenderafterTenderOpeningduringthePeriodofTenderValidity specified in the Tender Document; or
2. IftheTendererdoesnotaccepttheCorrectionoftheTenderPriceinaccordancewiththe Instructions to Tenderers.
3. Ifthe TendererhavingbeennotifiedoftheAcceptanceofhis Tenderbythe Employerduringthe Period ofTender Validity
   a. FailsorrefusestoexecutetheFormofAgreementinaccordancewiththeInstructionsto Tenderers; or
   b. Fails or refuses to furnish the Performance Security in accordance with the Instructions toTenderers.

We undertake to pay to the Employer upto the above Amount upon Receipt of his First Written Demand, without the Employer having to substantiate his Demand, provided that in his Demandthe Employer will note that the Amount claimed by him is due to him owing to the Occurrence of one or any of the Conditions, specifying the Occurred Condition or Conditions.
This Guarantee will remain in force upto and including _____(Date) i.e. 135 (one hundred

Tenderer

ExecutiveEngineerRI-WestDivision
BBMP, Bengaluru

andThirtyFive)daysbeyondtheTenderValidityassuchDeadlineisstatedintheInstructionsto

Tenderers or it may be extended by the Employer, Notice of which Extension (s) to the Bank shall be received from the Tenderer on whose behalf this Guarantee has been issued. Any Demand in respect of this Guarantee should reach the Bank not later than the above Date.

Date _____

Signature of the Bank _____
Seal of the Bank _____

Signature of the Witness _____

Name and Address of the Witness _____